



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 003  
RFP NO.: B2Z06016  
TITLE: IVR SERVICE FOR OFFENDERS  
ISSUE DATE: 09/29/05

REQ NO.: NR931YYY57080149  
BUYER: JOHN STOBART  
PHONE NO.: (573) 751-3796  
E-MAIL: john.stobart@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 10/07/05 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)  
DPMM  
PO BOX 809  
JEFFERSON CITY MO 65102-0809

or (Courier Service)  
DPMM  
301 WEST HIGH STREET, ROOM 630  
JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

DEPARTMENT OF CORRECTIONS  
2729 PLAZA DRIVE  
JEFFERSON CITY, MO 65109

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
MAILING ADDRESS		
CITY, STATE, ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

**AMENDMENT #003 TO RFP B2Z06016**

**TITLE: IVR SERVICE FOR OFFENDERS**

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

The following paragraphs have been revised: 3.2.3

Revisions are indicated in bold and italics.

A document with questions and answers has been posted to the Division of Purchasing & Materials Management's Web site as a separate downloadable document.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 002  
RFP NO.: B2Z06016  
TITLE: IVR SERVICE FOR OFFENDERS  
ISSUE DATE: 09/27/05

REQ NO.: NR931YYY57080149  
BUYER: JOHN STOBART  
PHONE NO.: (573) 751-3796  
E-MAIL: john.stobart@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 10/07/05 AT 2:00 PM CENTRAL TIME

**MAILING INSTRUCTIONS:** Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

**RETURN PROPOSAL AND AMENDMENT(S) TO:**

(U.S. Mail)  
DPMM  
PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630  
JEFFERSON CITY MO 65101

**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

DEPARTMENT OF CORRECTIONS  
2729 PLAZA DRIVE  
JEFFERSON CITY, MO 65109

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

LEGAL NAME OF ENTITY/INDIVIDUAL		
MAILING ADDRESS		
CITY, STATE, ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

**AMENDMENT #002 TO RFP B2Z06016**

**TITLE: IVR SERVICE FOR OFFENDERS**

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

CLOSING DATE:

As Stated: Return Proposal No Later Than: September 30, 2005 at 2:00 PM

Change To: Return Proposal No Later Than: October 7, 2005 at 2:00 PM

It is anticipated that an additional amendment will be issued that will provide answers to questions that have been received.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 001  
RFP NO.: B2Z06016  
TITLE: IVR SERVICE FOR OFFENDERS  
ISSUE DATE: 09/09/05

REQ NO.: NR931YYY57080149  
BUYER: JOHN STOBART  
PHONE NO.: (573) 751-3796  
E-MAIL: john.stobart@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 09/30/05 AT 2:00 PM CENTRAL TIME

**MAILING INSTRUCTIONS:** Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

**RETURN PROPOSAL AND AMENDMENT(S) TO:**

(U.S. Mail)  
DPMM  
PO BOX 809  
JEFFERSON CITY MO 65102-0809

or  
(Courier Service)  
DPMM  
301 WEST HIGH STREET, ROOM 630  
JEFFERSON CITY MO 65101

**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

DEPARTMENT OF CORRECTIONS  
2729 PLAZA DRIVE  
JEFFERSON CITY, MO 65109

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

LEGAL NAME OF ENTITY/INDIVIDUAL		
MAILING ADDRESS		
CITY, STATE, ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

**AMENDMENT #001 TO RFP B2Z06016**

**TITLE: IVR SERVICE FOR OFFENDERS**

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

CLOSING DATE:

As Stated: Return Proposal No Later Than: September 23, 2005 at 2:00 PM

Change To: Return Proposal No Later Than: September 30, 2005 at 2:00 PM

The following paragraphs have been revised: 1.6.2, 1.6.3, 3.4.4

The following attachments have been revised: Attachment #3 in its entirety.

Revisions are indicated in bold and italics.



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)**

**RFP NO.: B2Z06016  
TITLE: IVR SERVICE FOR OFFENDERS  
ISSUE DATE: 08/26/05**

**REQ NO.: NR931YYY57080149  
BUYER: JOHN STOBART  
PHONE NO.: (573) 751-3796  
E-MAIL: john.stobart@oa.mo.gov**

**RETURN PROPOSAL NO LATER THAN: 09/23/05 AT 2:00 PM CENTRAL TIME**

**MAILING INSTRUCTIONS:** Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

**RETURN PROPOSAL TO:** (U.S. Mail) **DPMM** or (Courier Service) **DPMM**  
**PO BOX 809** **301 WEST HIGH STREET, RM 630**  
**JEFFERSON CITY MO 65102-0809** **JEFFERSON CITY MO 65101**

**CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR**

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

**DEPARTMENT OF CORRECTIONS  
2729 PLAZA DRIVE  
JEFFERSON CITY, MO 65109**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/21/05). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

LEGAL NAME OF ENTITY/INDIVIDUAL		
MAILING ADDRESS		
CITY, STATE, ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

**1. INTRODUCTION:****1.1 Purpose:**

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors to establish a contract for an Interactive Voice Response (IVR) reporting system which is fully integrated with web based case management software for the Department of Corrections in accordance with the provisions and requirements herein.

**1.2 Pre-Proposal Conference:**

- 1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on Thursday, September 8, 2005, at 9:00 AM, in Room 510 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.
- 1.2.2 All potential offerors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.2.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

**1.3 Public Record Search and Retrieval System:**

- 1.3.1 Both the current contract (C202034001) and the previous procurement documentation (B2Z02034) may be viewed and printed from the Division of Purchasing & Materials Management's **Public Record Search and Retrieval System** located on the Internet at [www.oa.mo.gov/purch/purch.htm](http://www.oa.mo.gov/purch/purch.htm).

**1.4 Offeror's Contacts:**

- 1.4.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. If MBE/WBE subcontracting requirements are included in the RFP, the offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**1.5 Estimated Quantities:**

- 1.5.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

**1.6 Background:**

- 1.6.1 The Division of Probation & Parole is divided statewide into 6 regions. Each region is made up of a network of local district offices, and in some instances, supported by satellite and sub-offices. The sub-offices are not typically connected to the MDOC network.

**PARAGRAPH REVISED BY AMENDMENT #001**

- 1.6.2 The Missouri Department of Corrections, Board of Probation and Parole supervises approximately 67,200 offenders. Of this number, approximately 20,000 are eligible for supervision at the minimum supervision level based on the agency's risk scale. At this time, there are approximately **16,000** offenders who report to the automated system monthly with an average length of 2.5 minutes per call. In St. Louis and Kansas City, these offenders are supervised out of the Regional offices. In the other regions, most of these offenders are supervised at the District level. The Department of Corrections has maintained an automated minimum supervision program for the last seven years.

**PARAGRAPH REVISED BY AMENDMENT #001**

- 1.6.3 During the last year, approximately 350 calls per month with an average length of 2.5 minutes were received from **indigent** offenders. Approximately 125 calls per month were received from state agency staff with an average length of 3.5 minutes.

**1.7 Technical Environment**

- 1.7.1 Most Probation and Parole staff at the local district offices and satellite offices has access to the Internet and Lotus Smart Suite Millennium. Windows XP Professional is the current operating system. While most staff has Microsoft Word and Excel read only capability, only a limited number of staff has Microsoft Office. Outlook is presently supporting the state agency e-mail capabilities.
- 1.7.2 Most Probation & Parole staff use two different types of PC's. The primary type of PC is a Celeron 2.0 Ghz, 256 MB RAM, no floppy disc drive, no CD-ROM, 40 GB, 7200RPM hard drive. The second type of PC is a Pentium IV 2.8 Ghz, 512 MB RAM, 1.44 inch floppy drive, 52 x CD-ROM and 40 GB, 7200RPM hard drive.
- 1.7.3 The Missouri Department of Corrections employs Ethernet connections using TCP/IP and Data Link Switching Routers to communicate with the Department of Corrections AS/400. The Department of Corrections has its own wide area network (WAN) connecting all institutions and most Probation and Parole sites. Frame relay and point-to-point connections are presently being utilized. For those sites not connected via the WAN, a VPN through a dial-up or broadband (DSL or cable) is utilized.
- 1.7.4 The Missouri Department of Corrections utilizes flat files and FTP for nightly data exchanges.

**1.8 Existing MDOC Systems**

- 1.8.1 The Missouri Department of Corrections utilizes an existing information system called OPII. OPII is designed around the 5250 capability of the system in order to also function on the large number of terminal-based workstations in the Department. All PC workstations utilize 5250 emulation when accessing OPII. The OPII system captures the offender identification, incarceration, sentence, conviction, assessment and classification information related to offender supervision. Offender records stored in the database support the document and report processing functionality of this system. The OPII system is dependent on the word processing capabilities of the ISeries and is designed to incorporate numerous ISeries documents as elements of the OPII data structure. The database that supports this system is DB2/400 and the ISeries operating system is currently V5.3. There are approximately 450,000 records on individual offenders stored in the system. Each offender record consists of approximately 1,500 data elements. Records are not purged or archived from the system.
- 1.8.2 The OPII system is used by over 12,500 users and with the exception of scheduled maintenance and back ups, is available 24 hours a day, seven days per week, 365 days per year. All transactions supported are online database updates and are immediately applied. The system has complex access and data security function designed in it, including authorization based on the user ID. For those users remotely connecting to the application via VPN, subsequent or concurrent access to the public network is not permitted.

**2. CONTRACTUAL REQUIREMENTS:****2.1 Contract Period:**

- 2.1.1 The original contract period shall be date of award through one year. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

**2.2 Price:**

- 2.2.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**2.3 Liabilities:**

- 2.3.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

**2.4 Contractor Liability:**

- 2.4.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.4.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.4.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility; or (4) confidentiality of records maintained by using exchanged records for the purpose of this application.

**2.5 Termination:**

- 2.5.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services

and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

## **2.6 Subcontractors:**

- 2.6.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

## **2.7 Inventions, Patents, and Copyrights:**

- 2.7.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 2.7.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.
- 2.7.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

## **2.8 Contractor Status:**

- 2.8.1 The contractor represents himself or herself to be an independent contractor offering such services to the

general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

## **2.9 Coordination:**

- 2.9.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

## **2.10 Property of State:**

- 2.10.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the state agency.

## **2.11 Transition:**

- 2.11.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state agency. The contractor shall work with the current contractor to import information from the current contractor's system to the contractor's system.
- 2.11.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- 2.11.3 The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
- 2.11.4 The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 120 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- 2.11.5 The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.

## **2.12 Contract:**

- 2.12.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer

(BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- 2.12.2 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive authorization to proceed from the state agency.
- 2.12.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.12.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

### **3. PERFORMANCE REQUIREMENTS:**

#### **3.1 General Requirements:**

- 3.1.1 The contractor shall provide and maintain an Interactive Voice Response (IVR) reporting system, which is fully integrated with a web based case management software, in accordance with specifications presented herein for the Department of Corrections, referred to hereinafter as the "state agency." The contractor shall provide all equipment, software, services, support, materials, supplies, etc. necessary to provide the described system. The contractor shall retain ownership of the system, and shall be responsible for the effective, efficient, and professional functioning of the system on a day-to-day basis, minimizing downtimes, etc.
- 3.1.2 The Interactive Voice Response reporting system is targeted for the management of low risk offenders. However, the state agency recognizes that an IVR reporting system can also be used to enhance the management of high risk offenders and/or other offender populations. Therefore, the contractor must have the capability of allowing for an expansion of the system at the state agency's request. Should the state agency elect to expand the automated reporting system for other additional offender populations, a contract amendment shall be processed by the state agency, and the firm, fixed prices stated on the Pricing Page shall remain the same.
- 3.1.3 The contractor's system and personnel shall not be located on the state agency's premises.
- 3.1.4 The contractor agrees and understands that the state agency shall have the sole responsibility for all referrals to the program.
- 3.1.5 The contractor agrees and understands that an offender will not be removed from the system without advance permission from the state agency.
- 3.1.6 The contract agrees and understands that all services shall be performed to the sole satisfaction of the department as the final judge of the quality of the contractor's performance under the contract.
- 3.1.7 The following locations must be implemented and trained within 90 days of the receipt of authorization to proceed from the state agency, starting with the Eastern Region. The state agency estimates that the following numbers of state agency employees will require training, by region. The contractor shall conduct training in order at the following locations:

- a. Eastern Region, 13;
- b. Western Region, 18;
- c. Southwest Region, 127;
- d. Central Region, 89;
- e. Southeast Region, 132;
- f. Northwest Region, 105

**3.2 IVR SYSTEM - Specific functions that shall be performed by the Contractor's IVR reporting system shall include, at a minimum, the ability to:**

**3.2.1** Provide an ongoing enrollment process.

- a. Initially enroll all identified offenders who are currently on minimum supervision.
- b. The contractor shall provide an interface that imports enrollment data from OPIL. The agency will provide a flat file nightly that includes three files-a P&P Minimum Interface-Identification file that includes information about offenders enrolled in the minimum supervision program, a P&P Minimum Interface-Sentence file that includes sentencing information on offenders enrolled in the minimum supervision program, and a P&P Minimum Interface-Employment file that includes employment information for offenders enrolled in the minimum supervision program. A File Field Description List for each of these files is attached as Attachment # 3.
- c. The contractor's minimum supervision system shall include the ability that allows agency staff to enroll offenders via the internet.

**3.2.2** Provide toll free phone numbers for offenders and staff to use. The contractor shall understand and agree that toll free telephone number accesses shall be granted to state agency staff, indigent offenders, and all other offenders referred by the state agency. The toll free telephone number will be used by offenders and officers contacting the contractor's help desk when problems arise, state agency officers to review voice files when changes in the offenders' employment, residence, or arrest status are noted, and shall also be utilized by all other referred offenders to make their monthly report calls to the system. The contractor shall build costs for toll free telephone calls and service into the unit price per call. The system shall only accept one successful complete call per month per offender. A completed call shall be defined as a toll free telephone connection by the offender in which all automated responses have been provided and has not be interrupted by any means until the completion of said responses. The contractor's system shall refer the offender to his/her parole officer on any additional calls attempted per calendar month.

**PARAGRAPH REVISED BY AMENDMENT #003**

- 3.2.3** Provide a service utilizing Dual Tone Multi Frequency (DTMF) with an option to attendant for rotary calls. *The option to attendant must be available, at a minimum, Monday through Friday, between the hours of 7:00AM to 7:00 PM, Central Standard Time.*
- 3.2.4** Provide a service that supports both personal identification number and password security for offenders and officers.
- 3.2.5** Provide a 24 hour a day, 7 days a week, 365 days a year service where offenders call according to a reporting schedule established by the state agency representative. The contractor shall provide fixed lengths of time for offenders to respond to prompted questions.
- 3.2.6** Provide a service that allows a state agency representative to leave a custom voice message for a specific offender, or a standard voice message for all offenders at the district, regional, or state level.
  - a. The message shall be retained in the system until the call is completed.
  - b. Messages to an offender may be deleted by the system upon completion of the call.

- 3.2.7 Provide a service that will randomly advise 10% of the offenders to mail in a pay stub to their officer when they call in to report.
- 3.2.8 Provide a service that will collect and record the following data when an offender calls in to report:
- a. Name
  - b. DOC identification number
  - c. Change of address
  - d. Change in phone number
  - e. Change in employment
  - f. If the offender has had law enforcement contact
  - g. Any significant issues that may need to be reported by the offender
- 3.2.9 Provide a service that reports exceptions and allows officers to retrieve voice messages or listen to changes reported by offenders via the contractor's website or the toll free number.
- a. Change of address
  - b. Change in phone number
  - c. Change in employment
  - d. If the offender has had law enforcement contact
  - e. Any other significant issues that may need to be reported by the offender
  - f. Difference between the offender's phone number of record and the phone number from which the call originated
- 3.2.10 Provide a service that is capable of archiving all voice response records received from offenders until deleted by the officer.
- 3.2.11 Provide a service that is capable of archiving all data files in a format consistent with the state agency's operating system. The records shall be collected for the life of the contract and become the property of the state agency at the end of the contract.
- 3.2.12 Provide a system in which offenders can be billed for the service without involving the state agency.
- a. The contractor shall agree and understand that the contract shall be considered an "offender pay" service, and that the contractor shall have sole responsibility for the collection of service fees from the offender.
  - b. The state agency shall give the offenders pay envelopes and instructions provided by the contractor at the time they are referred to the program.
  - c. The contractor shall agree and understand that offenders on SSI, who are determined by the officer to be indigent and state agency staff shall not be charged for telephone contacts. The contractor shall agree and understand that a system will be developed with the state agency to notify the contractor of an indigent offender. (With the current system, the officer enters a code in a field on the contractor's website, indicating the offender is indigent and will not be submitting a monthly payment.)
  - d. The contractor shall agree and understand that the firm, fixed price per toll free call stated on Exhibit A, Pricing Page, shall be the only source of reimbursement to the contractor, and shall cover all costs to the contractor associated with the contract.

### **3.3 Case Management Functional Requirements:**

- 3.3.1 Provide a system in which officers can store, edit, and retrieve user entered case notes by event type.

- 3.3.2 Provide a process in which system generated case notes can be created based on exception reporting.
  - 3.3.3 Provide a process in which case notes can be sent electronically to the MDOC system for storage. Data shall be sent in an agreed upon format with the state agency.
  - 3.3.4 Provide a system in which data imported from OPII and information directly entered into the contractor's minimum supervision system can be used to populate form letters and documents such as new enrollment letters, discharge letters, non-compliance letters, etc.
  - 3.3.5 Provide a system in which officers can generate their own letter templates and utilize available data to populate same.
  - 3.3.6 Provide a system in which special conditions can be managed and tracked such as court costs, restitution, GED, registration requirements, etc.
  - 3.3.7 Provide a system in which user entered To-Do-Lists can be generated.
  - 3.3.8 Provide a system in which officers can indicate a reason why an offender was removed from the service (i.e., discharge, violation, unemployment, etc.).
  - 3.3.9 Provide a system which officers can view an offender's Call History. The Call History shall include the offender's name, the date and time of the call, and the number called from.
  - 3.3.10 Provide a system in which alerts and immediate action items are listed on a To-Do-List. The To-Do-List shall provide hotlinks to associated lists to include:
    - a. A list of new enrollments
    - b. A list of offenders not reporting each month as required
    - c. A list of offenders who have failed to mail in proof of employment to their officer
    - d. A list of offenders who have indicated a change in employment, residency, reported law enforcement contact or left a voice message
    - e. A list of offenders who have been exited from the program
    - f. A list of offenders who called from a phone number that is different from the phone number of record
    - g. A list of offenders who failed to send in payment verification to their officer of financial obligations
  - 3.3.12 At a minimum the contractor shall provide the following information monthly to the state agency by online reports via the contractor's system:
    - a. The number of offenders enrolled in the service monthly
    - b. The number of calls received each month
    - c. The number of offenders who have failed to report for the month
    - d. The number of offenders who have been exited from the service monthly and the reason why (i.e., discharge, violation, unemployment, etc.)
  - 3.3.13 The contractor shall make all reports, documents and materials available to state agency representatives immediately upon request for review, inspection and/or audit.
- 3.4 Technology requirements:**
- 3.4.1 Data Interchange: The contractor shall provide a solution that accommodates data interchange between the contractor's system and the state agency's system. The contractor shall meet all Missouri Enterprise Architecture standards.
    - a. Initial Load: Within 90 days after notice of award of the contract, the contractor shall provide an automated initial load (e.g. via electronic file transfer, etc.) of the contractor system of existing

program data located on the state system.

- b. Daily Update: Within 90 days after notice of award of the contract, the contractor shall provide an automated solution (e.g. electronic file transfer, etc.) to provide daily updates to the state system from the contractor system.
- 3.4.2 The contractor shall provide an Internet based application that will provide access to state agency employees. The system must provide the capability to exchange information and communicate with the state agency. While the agency will provide the offender data by an electronic file for the initial transfer of the minimum supervision caseload, the contractor shall be responsible for loading the data into the contractor's system.
- 3.4.3 The contractor shall provide full E-mail capabilities or other on-line, real-time means of communication between the state agency and contractor. The contractor's system must communicate with any SMTP e-mail system.

**PARAGRAPH REVISED BY AMENDMENT #001**

- 3.4.4 The contractor's system shall have the capability to allow the state agency staff, through the employees' workstations to enroll any new offenders and make any offender data changes directly through the contractor's computer using an online interface with the state agency's system and database. The changes in offender *data* in OPII, will be uploaded to the contractor's computer via an electronic file transfer at night.
- 3.4.5 The contractor's application shall allow state agency staff to receive/retrieve all required reports from the employees' workstations via internet access.
- 3.4.6 The state agency will provide a workstation for state employees, internet browser software and connection to the public network (internet).
- 3.4.7 The contractor's application should require no additional software to be installed at state agency locations. If such hardware or software is required:
- a. The hardware and software must be fully compatible with current and planned workstation, server, and network platforms and management processes;
  - b. The hardware and software must be fully supportable within the state agency's current network configuration and management processes (ex. fully supported using Microsoft System Management Services, no dial-in connectivity, etc.).
  - c. Any hardware or software required shall require advanced approval by the state agency.
  - d. The contractor shall be responsible for providing, including acquisition and licensing, and installing any additional hardware and software required. Proof of licenses for all software must be made available to the state agency upon request.
  - e. The installation of any additional hardware and software shall be done under the supervision of state agency staff and according to state agency policies, practices, and specifications. The state agency may require the contractor to pre-test any software or software changes in a lab setting provided by the contractor, but using software loads provided by the state agency.
- 3.4.8 The contractor shall be required to provide, at no additional cost to the state agency, all appropriate personnel and personnel time to effect any changes to their hardware and software that are needed to maintain the functionality of the application, or that are needed to support maintenance of, or upgrades to, standard state agency workstation, server, and network platforms.

- 3.4.9 The contractor shall be responsible for ensuring that all systems and applications are compatible with and fully functional with all versions of Microsoft Internet Explorer 6.0 and above, using Secure Socket Layer (SSL) technology.
- 3.4.10 The contractor shall provide a system that restricts access to only authorized Probation and Parole users and workstations, and that maintains confidentiality by a minimum of 128 bit encryption of any and all information transmitted over the public network (internet).
- 3.4.11 Accessibility Compliance: Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards ([http://oit.mo.gov/standards/ITGS0003\\_Missouri\\_IT\\_Accessibility\\_Standards.doc](http://oit.mo.gov/standards/ITGS0003_Missouri_IT_Accessibility_Standards.doc)) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT; [http://www.itic.org/archives/articles/20040506/voluntary\\_product\\_accessibility\\_template\\_vpat.php](http://www.itic.org/archives/articles/20040506/voluntary_product_accessibility_template_vpat.php)) or other comparable document (see Exhibit E).
- a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's awarded bid response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.
- b. The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site: [www.oa.mo.gov/dmd/guidelines](http://www.oa.mo.gov/dmd/guidelines); [www.moga.state.mo.us/statutes/C100-199/1910000863.HTM](http://www.moga.state.mo.us/statutes/C100-199/1910000863.HTM); and [www.oa.mo.gov/dmd/guidelines/#\\_Toc21509711](http://www.oa.mo.gov/dmd/guidelines/#_Toc21509711).
- 3.4.12 Americans With Disabilities Act (ADA) Requirements:
- a. The contractor shall provide accommodations to comply with American With Disabilities Act (ADA) requirements. This includes, but is not limited to, systems that are compatible with Telephone Devices for the Deaf (TDD).

### **3.5 Other Requirements:**

- 3.5.1 Neither the contractor, the contractor's designee, nor any employee of the contractor providing services pursuant to the contract or assigned to the contract, shall be or have been within the past two years under the supervision of any federal, state, county, and/or city correctional department.
- 3.5.2 The contractor shall provide all services at times mutually agreed upon between the contractor and the state agency.
- 3.5.3 The contractor must have a procedure in operation, which ensures confidentiality of all data and offender identification with limited access to records. The contractor and each of the contractor's employees assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The contractor shall request and receive the security clearance information from the State Highway Patrol for each of the contractor's employees assigned to the contract.
- 3.5.4 By no later than five (5) calendar days after notification of award request by the state agency, the

contractor shall provide the state agency with the following:

- a. A completed Authorization for Release of Information Form (Attachment #1) individually signed by the contractor and each current or anticipated employee who shall be assigned to the contract.
  - b. A Confidentiality Oath Form (Attachment #2) individually signed by the contractor and each current or anticipated employee who shall be assigned to the contract.
  - c. For each new or unanticipated employee, the contractor must provide the state agency with a signed Authorization for Release of Information Form, and a Confidentiality Oath Form prior to such employee providing service.
- 3.5.5 The contractor shall not allow any breach or evaluation of data collected for the state agency.
- 3.5.6 The contractor shall provide specialized research information, at no additional cost to the state agency, that is mutually agreed on between the contractor and the state agency. While no known research has been requested in the past, the state agency estimates, but in no way guarantees, that any such research required will be minimal.
- 3.5.7 The contractor records relating to all services of this contract shall be readily available for auditing and monitoring by state agency staff.
- 3.5.8 Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.

### **3.6 Audits:**

- 3.6.1 The contractor shall maintain auditable records for all activities performed under the contract. Financial records shall conform to Generally Accepted Accounting Principles.
- 3.6.2 The contractor shall retain all books, records, and other documents relevant to the contract for a period of three (3) years after final payment or the completion of an audit. If any litigation, claim, negotiation, audit or other actions involving the records has started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. The contractor shall allow authorized representatives of the Department, other State of Missouri agencies, and the federal government to inspect these records upon request.
- 3.6.3 The state agency reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the contractor at any time contract monitoring reveals such an audit is warranted. The contractor shall submit the name of the auditor to the state agency Comptroller for approval prior to the audit being conducted. Upon completion, the audit report shall be submitted to the Comptroller. The contractor further agrees that any audit disallowance pertaining to the contract shall be the sole responsibility of the contractor.

### **3.7 Service , Maintenance, Training, and Support**

- 3.7.1 The contractor shall provide training and support for designated state agency personnel regarding updates to the contractor's system.
- 3.7.2 The contractor shall provide maintenance of its system to ensure continued operability, and assist the state agency with system problem resolution.

## **4. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS:**

**4.1 Preparation and Submission of Proposals:****4.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.****4.1.2 Organization:** In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages

Table of Contents

Transmittal Letter/Executive Summary

Exhibit A - Cost (Pricing Pages)

Exhibit B - Experience, Expertise, and Reliability

Exhibit C - Proposed Method of Performance

Exhibit D - Other Requested Information

Exhibit E - It Accessibility Conformance Matrix

**4.1.3 Conciseness/Completeness of Proposal:** It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.**4.1.4 Copies:** The offeror's proposal should include an original document, plus three (3) copies for a total of four (4) documents. Both the original and the copies should be printed on recycled paper and double sided. In addition, the offeror should include one (1) electronic copy of their entire proposal, including all attachments, in Microsoft compatible format on diskette(s) or CD(s).**4.1.5 Imaging Ready:** All proposals are scanned into the Division of Purchasing and Materials Management imaging system after award of the RFP. In preparing their proposals, offerors should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.**4.1.6 Open Records:** The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes). The offeror shall not submit their entire proposal as proprietary or confidential. Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above reference statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the offeror's proposal. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.**4.1.7 Compliance with Terms and Conditions:** The offeror is cautioned when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP, that the RFP shall govern. Taking exception to the State's terms and conditions may render an offeror's proposal non-responsive and remove it from consideration for award.**4.1.8 Competitive Negotiation of Proposals:**

- a. The offeror is advised that under the provisions of this Request for Proposal, the Division of

Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- b. Negotiations may be conducted in person, in writing, or by telephone.
- c. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- d. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- e. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

**NOTE: The State intends to award a contract from this RFP without entering into competitive negotiations. Therefore offerors original submission should be submitted under the assumption that no competitive negotiations will be conducted. Consequentially, the offeror is strongly encouraged to resolve any potential compliance issues with the buyer prior to submitting their proposal.**

#### 4.1.9 Business Compliance:

- a. The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:
  - Registration of business name (if applicable)
  - Certificate of authority to transact business/certificate of good standing (if applicable)
  - Taxes (e.g., city/county/state/federal)
  - State and local certifications (e.g., professions/occupations/activities)
  - Licenses and permits (e.g., city/county license, sales permits)
  - Insurance (e.g., worker's compensation/unemployment compensation)

## 4.2 Proposal Evaluation and Award:

- 4.2.1 Evaluative Criteria: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Cost ..... 45%

Experience, Expertise and Reliability..... 10%  
 Proposed Method of Performance..... 45%

- 4.2.2 Cost Evaluation: The evaluation of cost shall cover the original contract period plus renewal periods. The cost evaluation shall include all mandatory requirements of the RFP. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.
- 4.2.3 Subjective Evaluation: The evaluation of the offeror's experience, expertise and reliability as well as their proposed method of performance shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.
- a. The accessibility of the offeror's proposed product(s) will be considered in the subjective evaluation. The state recognized that many commercial products do not conform 100% to the accessibility standards. Therefore, in evaluation of Proposed Method of Performance, the state shall subjectively evaluate the offeror's proposal based on the degree of conformance to the accessibility standards (see Paragraph 3.4.11 and Exhibit E, Accessibility Conformance Matrix). The subjective evaluation of accessibility will be subservient to the general, technical, and functional requirements of the product.
- 4.2.4 Question/Answer Conferences: After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 4.2.5 Demonstration of System:
- a. The offeror may be required to provide a demonstration of his/her system's capabilities at a site he/she deems appropriate and that is reasonably accessible to the evaluators. The demonstration should be constructed to both clarify and verify the offeror's response. Travel expenses incurred by evaluation team members will be the responsibility of the State of Missouri.

#### **4.3 Offerors Response to Evaluative Criteria:**

- 4.3.1 Cost: The offeror must respond to Exhibit A, Pricing Page with a firm, fixed price per completed offender toll free call, that must cover all applicable costs necessary to satisfy the requirements of the RFP. The offeror's firm, fixed price per completed offender toll free call must cover all calls placed to the contractor, including the state agency staff, and all state agency referred offenders, including those who are considered indigent. All prices quoted shall be firm, fixed for the contract period stated on page one. The offeror shall understand and agree that all costs pertaining to the contract shall be recovered from the offenders that the state agency has designated shall be billed, and from whom all contract costs shall be recovered. The offeror shall understand and agree that the state agency shall not provide any reimbursement for any products or services provided.
- a. The offeror should provide the lowest possible price per completed offender toll free call. Commissions from the call charges shall not be applicable, nor shall any commission-like payments be made by the contractor to the State of Missouri, or any other entity or party. In lieu of commission-like revenue paid to the State of Missouri, the offeror should propose prices that take commissions otherwise paid, and offset the contract costs to the offender.
- 4.3.2 Experience, Expertise and Reliability: The offeror should provide information relative to the offeror's proposed experience, expertise and reliability, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit B for purposes of evaluating the offeror's experience, expertise and reliability.

- 4.3.3 Proposed Method of Performance: The offeror should provide information relative to the offeror's proposed method of performance, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the offeror's proposed method of performance.

**4.4 Other Requested Information:**

- 4.4.1 The offeror should respond to the information requested in Exhibit D, Other Information.

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

**EXHIBIT A**  
**PRICING PAGE**

**A.1 REQUIRED PRICING:**

The offeror shall state a firm fixed price per completed toll free call. The offeror's firm, fixed price per completed toll free call must include all necessary equipment, supplies, materials, software, support, and all toll free calls. The State of Missouri is viewing this contract as a "no cost to the state" contract, meaning that the offeror must understand and agree that all costs shall be built into the price per completed toll free call, and be recovered from the state agency designated offenders.

LINE ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
001	IVR Services: Including all services, supplies, materials, software, support and toll free calls, per the requirements included herein	Per completed offender toll free call	\$

**A.2 RENEWAL OPTIONS FOR ALL PRICING**

The Division of Purchasing and Materials Management shall have the sole option to renew the contract for four (4) additional one-year periods, or any portion thereof.

The offeror must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option periods. The stated percentage(s) shall apply to each itemized component on the applicable pricing page(s). **If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the option at the same price(s) quoted for the original contract period.** Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below will be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

**NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

	<b><u>Maximum Increase</u></b>	<b>OR</b>	<b><u>Minimum Decrease</u></b>
1st Renewal Period:	original price +____%	<b>OR</b>	original price -____%
2nd Renewal Period:	original price +____%	<b>OR</b>	original price -____%
3rd Renewal Period:	original price +____%	<b>OR</b>	original price -____%
4th Renewal Period:	original price +____%	<b>OR</b>	original price -____%

**EXHIBIT B**  
**OFFEROR'S EXPERIENCE, EXPERTISE AND RELIABILITY**

The Experience, Expertise and Reliability of the offeror's organization will be considered in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially related to the requirements of this RFP.

**B.1 OFFEROR'S REFERENCES**

- 1) The offeror should provide a list of other entities for which they, or their proposed subcontractors, have provided the same or similar services as that proposed herein. For each of the agencies, the offeror should provide a contact name at the agency, their telephone number and e-mail address and a description of the application that makes it similar to the application proposed.
- 2) The offeror should provide a list of other entities for which they, or their proposed subcontractors, have provided services other than those required. For each of the agencies, the offeror should provide a contact name at the agency, their telephone number and e-mail address and a description of the application that makes it similar to the application proposed.

**B.2 ADDITIONAL INFORMATION**

- 1) The offeror should provide any additional relevant information to assist in the evaluation of the offeror's proposed contractor support.

**EXHIBIT C**  
**PROPOSED METHOD OF PERFORMANCE**

The evaluation of the offeror's Proposed Method of Performance shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding plans and approaches for meeting the objectives and tasks specified in the RFP. The following information should be provided by the offeror in order to verify their Proposed Method of Performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

**C.1 METHOD OF PERFORMANCE**

The offeror should describe the method the offeror proposes to perform services defined herein. In presenting a written narrative, the offeror may follow specific paragraphs presented in this RFP as a format for the narrative. Specific reference to time frames for implementing and making the system operational should be included. The offeror may include a PERT or similar chart to describe proposed service in a time sequence format in addition to the written narrative. The offeror should specifically describe:

1. What service, maintenance, training and support are proposed;
2. What equipment is proposed;
3. What the time frame is for implementing the system and making it operational, expressed as the number of calendar days after notification of contract award;
4. Key personnel in the offeror's staff who will be assigned to this project;
5. How the toll free service will work for state agency staff;
6. How the toll free service will work for indigent offenders;
7. If the state elects to expand services, how the toll free service will work for all other offenders;
8. What type of reports will be available for the state agency.
9. How the offeror will address security and confidentiality of the data, including security for internet based application referred to in paragraph 3.4.2.

- C.2 If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details with the bid.
- C.3 The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- C.4 The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- C.5 The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices, sales outlets, divisions, manufacturing, warehouse, other) including Missouri employee statistics.
- C.6 Product Accessibility: As explained under "Accessibility Compliance" in the Technical/Performance Requirements section of this document, the State of Missouri is mandated to make information technologies accessible to individuals with disabilities and has established statewide accessibility standards (Missouri Information Technology (IT) Accessibility Standards [http://oit.mo.gov/standards/ITGS0003\\_Missouri\\_IT\\_Accessibility\\_Standards.doc](http://oit.mo.gov/standards/ITGS0003_Missouri_IT_Accessibility_Standards.doc)) which must be followed in the state's acquisition of IT products. Therefore, the offeror must provide a description of each proposed product's conformance with the Missouri IT Accessibility Standards by means of completing either a Voluntary Product Accessibility Template (VPAT) ([www.itic.org/policy/508/Sec508.html](http://www.itic.org/policy/508/Sec508.html)) or other comparable document (see Attachment 4). If a product does not conform completely to a given Missouri IT Accessibility Standard, the offeror must disclose the

non-conformance as part of the VPAT or comparable document.

- a. The offeror should also provide a written description of compatibility with the following commonly used assistive technology products and a description of the process used to evaluate compatibility:

- JAWS,
- Window Eyes,
- ZoomText,
- MAGic, and
- Dragon Naturally Speaking.

(NOTE: The accessibility of the offeror's proposed product(s) will be considered in the evaluation.)

- b. The link references below should help offerors in determining the degree of conformance of their software products. The first link is the tutorial from the Access Board on the accessibility standards. Next is a link to the Access Forum's Paper Tool which provides a discussion of each access standard and techniques for reviewing and deciding if the product meets that standard. This link is to one large document for all access standards so offerors will have to go to the software section for the software standards. Third link is the same type document that is used by a federal agency in reviewing products for conformance to the software standards. And last link is an example of Microsoft's report of conformance to these same software access standards for one of their products (same general format of three columns with standard, supporting features and explanations).

- 1) <http://www.access-board.gov/sec508/software-tutorial.htm>
- 2) [http://accessibilityforum.org/paper\\_tool.html](http://accessibilityforum.org/paper_tool.html)
- 3) [http://www.tvworldwide.com/ittact/030813/Cannady\\_procured\\_software\\_v1.doc](http://www.tvworldwide.com/ittact/030813/Cannady_procured_software_v1.doc)
- 4) [http://www.microsoft.com/usa/government/FrontPage2002\\_VPAT.doc](http://www.microsoft.com/usa/government/FrontPage2002_VPAT.doc)

**EXHIBIT D**  
**OTHER REQUESTED INFORMATION**

**D.1 OFFEROR CONTACT INFORMATION:**

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, payment address information, etc.

<b>RFP COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

<b>CONTRACT COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

**D.2 PREFERENCE FOR ORGANIZATIONS FOR THE BLIND AND SHELTERED WORKSHOPS**

A five (5) bonus point preference shall be granted to proposals including products and/or services manufactured, produced or assembled by qualified nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for proposals qualifying for the preference.

If the offeror is an organization for the blind or sheltered workshop, then the offeror should provide evidence of qualifications as described herein (i.e., copy of certificate or certificate number).

If the offeror is utilizing an organization for the blind or sheltered workshop as a subcontractor, then the offeror should submit a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract.

**D.3 OFFERORS AS EMPLOYEES**

- 1) Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name and title of state employee, General  
Assembly member or statewide elected official: \_\_\_\_\_

Name of state agency where employed: \_\_\_\_\_

Percentage of ownership interest in offeror's  
organization held by state employee, General  
Assembly member or statewide elected official: \_\_\_\_\_%

**D.4 AMERICANS WITH DISABILITIES ACT - EQUIPMENT MODIFICATION:**

In order to assist the State of Missouri in fulfilling the requirements of the Americans with Disabilities Act (ADA), the offeror is requested to furnish the following information.

The offeror should state whether the proposed equipment can be modified for use by persons with disabilities:

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, the offeror should describe and provide optional pricing, including installation and maintenance (if appropriate), for any available modifications.

**EXHIBIT E**  
**IT ACCESSIBILITY CONFORMANCE MATRIX**

<b>IT Accessibility Standards</b> <b>(Reference State of Missouri IT Accessibility Standards</b> <b>at <a href="http://oit.mo.gov/standards/ITGS0003_Missouri_IT_Accessibility_Standards.doc">http://oit.mo.gov/standards/ITGS0003_Missouri_IT_Accessibility_Standards.doc</a>)</b>			
No.	Accessibility Requirement	Supporting Features/Functions of the Software Application  <i>(Describe how and/or to what degree the proposed <span style="background-color: yellow;">fulfills the accessibility requirement standards</span>)</i>	5. COMMENTS/EXPLANATIONS  <i>[Describe whether the proposed software applications were or will be developed in accordance with MicroSoft Active Accessibility (MSAA).  (Describe whether you will provide compatibility testing with commonly used Assistive Technology as part of benchmark testing prior to final deployment)].</i>
<b>Software Applications and Operating Systems</b>			
1.	When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
2.	Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		

**EXHIBIT E. (CONTINUED)**  
**IT ACCESSIBILITY CONFORMANCE MATRIX**

3.	A well defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.		
4.	Sufficient information about a user interface element, including the identity, operation and State of the element, shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
5.	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
6.	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
7.	Applications shall not override user selected contrast and color selections and other individual display attributes.		

**EXHIBIT E. (CONTINUED)**  
**IT ACCESSIBILITY CONFORMANCE MATRIX**

8.	When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
9.	Color-coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
10.	When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
11.	Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
12.	When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		

**EXHIBIT E. (CONTINUED)**  
**IT ACCESSIBILITY CONFORMANCE MATRIX**

<b>Web-based Intranet and Internet Information and Applications</b>			
13.	A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information, which shall comply with (21) of this section.		
14.	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
15.	Documents shall be organized so they are readable without requiring an associated style sheet.		
16.	Redundant text links shall be provided for each active region of a server-side image map.		
17.	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
18.	Row and column headers shall be identified for data tables.		
19.	Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
20.	Frames shall be titled with text that facilitates frame identification and navigation.		

**EXHIBIT E. (CONTINUED)**  
**IT ACCESSIBILITY CONFORMANCE MATRIX**

21.	<p>Captioning, video description or other equivalent alternatives for multimedia presentations, excluding live Webcasts, shall be provided in synchrony with the presentation, and in accordance with the following:</p> <p>(i) Captioning shall be provided for multimedia presentations that contain speech or other audio information necessary for the comprehension of the content in accordance with the schedule established in Paragraph (c) under Video and Multimedia Products.</p> <p>(ii) Video description shall be provided for multimedia presentations that contain visual information necessary for the comprehension of the content, in accordance with the schedule established in Paragraph (d) under Video and Multimedia Products.</p> <p>(iii) Live Webcasts that contain speech or other audio information necessary for the comprehension of the content, shall be captioned in accordance with the following schedule with priority given to content of statewide importance and events that do not provide the opportunity to request individual accommodations.</p>		
-----	---	--	--

**EXHIBIT E. (CONTINUED)**  
**IT ACCESSIBILITY CONFORMANCE MATRIX**

22.	A text-only page, with equivalent information or functionality, shall be provided to make a Web site comply with the provisions of these standards, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
23.	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.		
24.	A method shall be provided that permits users to skip repetitive navigation links.		
25.	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
26.	Contact information for issues related to accessibility shall be provided on each entry page.		
<b>Telecommunications</b>			
27.	Telecommunications products or systems that provide a function allowing voice communication and do not themselves provide TTY functionality, shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		

**EXHIBIT E. (CONTINUED)**  
**IT ACCESSIBILITY CONFORMANCE MATRIX**

28.	Telecommunications products, which include voice communication functionality, shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
29.	Voice mail, messaging auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users either through direct TTY access or through use of the relay service and by Voice Carry Over (VCO), Hearing Carry Over (HCO), Speech To Speech users through the relay service.		
30.	Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		
31.	Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		

**EXHIBIT E. (CONTINUED)**  
**IT ACCESSIBILITY CONFORMANCE MATRIX**

32.	For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided. Notwithstanding gain requirements, maximum output shall not exceed 125 db SPL.		
33.	Products that transmit or conduct information or communication shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
34.	<p>Products which have mechanically operated controls or keys, shall comply with the following:</p> <p>(1) Controls and keys shall be tactilely discernible without activating the controls or keys.</p> <p>(2) Controls and keys shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to</p>		

	<p>activate controls and keys shall be 5 lbs. (22.2 N) maximum.</p> <p>(3) If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. The key repeat rate shall be adjustable to 2 seconds per character.</p> <p>(4) The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.</p>		
35.	<p>If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use if the volume is capable of greater than 18 db of gain.</p>		
36.	<p>Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.</p>		

**ATTACHMENT #1****AUTHORIZATION FOR RELEASE OF INFORMATION FORM**

(Must be completed by contractor upon award of contract)

**TO WHOM IT MAY CONCERN:**

I hereby authorize and request release to the State of Missouri, Department of corrections, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, criminal history record.

I understand that the State of Missouri, Department of Corrections, may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the State of Missouri, Department of Corrections, and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Department of Corrections, and all other persons, firms, corporations and institutions supplying the above requested information.

\_\_\_\_\_  
Applicant's Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Applicant's Social Security Number

**ATTACHMENT #2****STATE OF MISSOURI/DEPARTMENT OF CORRECTIONS**  
**CONFIDENTIALITY OATH**

(Must be completed by contractor upon award of contract)

I have been notified that Section 32.057 of the Missouri Revised Statutes, and Section 7213 of the Federal Internal Revenue Code imposes criminal penalties for the unauthorized disclosure of tax information received from the federal government or by the State of Missouri. I will not reveal the condition or affairs of any person, firm or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

\_\_\_\_\_  
Signature of Employee/Agent

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**ATTACHMENT REVISED IN ITS ENTIRETY BY AMENDMENT #001****ATTACHMENT #3****FILE FIELD DESCRIPTION LIST**

ISP440 File Field Description List Date: 8/16/05

File: FAK912 P&P Minimum Interface-Identification  
 Library: LBAKDATA File type: P Creation Date: 10/29/02 No. Fields: 51  
 Rec. Len.: 360 No. Recs.: 1 No. Keys: 0

Field ID	Key S	Description	T	Size
IAK912		P&P Minimum Interface-Identification		
G0\$DOC		DOC ID	S	8 0
G0\$ALN		Offender Last Name	A	18
G0\$AFN		Offender First Name	A	12
G0\$AMI		Offender Middle Name	A	12
G0\$AGS		Generation/Suffix	A	3
G0\$SSN		SSN	S	9 0
G0\$SSS		Verified SSN Flag	A	1
G0\$DB		Birth Date	S	8 0
G0\$DBV		Offender DOB Verified Flag	A	1
G0\$ETH		Ethnicity	A	1
G0\$RAC		Race	A	1
G0\$SEX		Sex	A	1
G0\$HTF		Height Feet	S	1 0
G0\$HTI		Height Inches	S	2 0
G0\$WGT		Weight	S	3 0
G0\$HAI		Hair Color	A	3
G0\$EYE		Eye Color	A	3
G0\$SKI		Skin Tone	A	3
G0\$BIL		Build	A	3
G0\$MAS		Marital Status	A	2
G0\$DEP		Dependents	S	2 0
G0\$SIB		Siblings	S	2 0
G0\$REL		Religion	A	2
G0\$OLC		Assigned Location	S	3 0
G0\$OLA		Offender Assigned Place	A	8
G0\$PON		Employee Id Card No	A	8
G0\$ADS		Street	A	30
G0\$AD2		Street Line 2	A	30
G0\$ADC		City	A	18
G0\$STA		State	A	2
G0\$LRN		County	A	4
G0\$ADZ		Address Zip Code	A	5
G0\$AZ2		Address Zip Code Extension	A	4
G0\$ADL		Addressee Last Name	A	18
G0\$ADF		Addressee First Name	A	12
G0\$ANM		Addressee Middle Initial	A	1
G0\$ADR		Addressee Relationship	A	10
G0\$AAC		Phone Area Code . . . . .	A	3
G0\$AP1		Phone Exchange . . . . .	A	3
G0\$AP2		Phone Last 4 Digits . . . . .	A	4
G0\$APC		Addressee Comments . . . . .	A	30
G0\$AQA		Addressee Phone2 Area Code	A	3
G0\$AQ1		Addressee Phone2 Exchange	A	3
G0\$AQ2		Addressee Phone2 Last 4 Digits	A	4
G0\$AQC		Addressee Phone2 Comments	A	30
G0\$BD		Home Address Begin Date	S	8 0
G0\$RC		Report Completion Date	S	8 0

G0\$RSK	CAS Risk Total Score	S	2	0
G0\$NED	CAS Need Total Score	S	2	0
G0\$TSE	Sentence Count	S	3	0
G0\$MSO	Most Serious Offense	S	3	0

FL-ISS440                      File Field Description List                      8/25/05  
08:01:59

File: FAK913                      File type: P Creation Date: 8/25/05                      No. Fields: 27  
Library: LBAKDATA                      Rec. Len.: 233                      No. Recs.: 1                      No. Keys:

Unique (Y/N):  
Search:                      P&P Minimum Interface-Sentence

Field ID	Key S	Description	T	Size
IAK913	R	P&P Minimum Interface-Sentence		
G1\$DOC		DOC ID . . . . .	S	8 0
G1\$SEO		Sentence Key Seq No	S	3 0
G1\$CCI		CC/CS Ind	A	2
G1\$CRQ		CC/CS XRef	S	3 0
G1\$CRT		Cause No	A	20
G1\$CLT		Offense Type	A	1
G1\$CLA		Offense Class	A	1
G1\$POF		Special Ind	A	2
G1\$CRC		Court Circuit	S	3 0
G1\$CRD		Court Division	S	4 0
G1\$COD		Offense Description	A	74
G1\$CNS		Sentence County	A	4
G1\$AR		Sentence Arrest Date	S	8 0
G1\$PD		Sentence Maximum Release Date	S	8 0
G1\$JBF		Fine	S	8 0
G1\$JBR		Restitution. . . . .	S	9 0
G1\$JBV		Crime Victim Compensation. . . . .	S	8 0
G1\$JBC		Court Costs. . . . .	S	8 0
G1\$JBA		Attorneys Fee. . . . .	S	8 0
G1\$JBS		Community Service	S	4 0
G1\$JSF		Fine Current Balance	S	8 0
G1\$JSR		Restitution Current Balance. . . . .	S	9 0
G1\$JSV		Crime Victim Compensation CurBal. . . . .	S	8 0
G1\$JSC		Court Costs Current Balance. . . . .	S	8 0
G1\$JSA		Attorneys Fee Current Balance. . . . .	S	8 0
G1\$JSS		Community Service Hours Cur Bal	S	4 0
G1\$JST		Community Service Minutes CurBal	S	2 0

ISP440                      File Field Description List                      Date: 8/16/05

File: FAK914                      P&P Minimum Interface-Employment  
Library: LBAKDATA                      File type: P Creation Date: 10/29/02                      No. Fields: 18  
Rec. Len.: 211                      No. Recs.: 1                      No. Keys: 0

Field ID	Key S	Description	T	Size
IAK914		P&P Minimum Interface-Employment		
G2\$DOC		DOC ID	S	8 0
G2\$CNM		Employment Company Name	A	30
G2\$ADL		Addressee Last Name	A	18
G2\$ADF		Addressee First Name	A	12
G2\$ANM		Addressee Middle Initial	A	1
G2\$EMA		Employer Aware	A	1
G2\$AQA		Addressee Phone2 Area Code	A	3
G2\$AQ1		Addressee Phone2 Exchange	A	3
G2\$AQ2		Addressee Phone2 Last 4 Digits	A	4
G2\$AQC		Addressee Phone2 Comments	A	30
G2\$ADS		Street	A	30
G2\$AD2		Street Line 2	A	30

G2\$ADC	City	A	18
G2\$STA	State	A	2
G2\$LRN	County	A	4
G2\$ADZ	Address Zip Code	A	5
G2\$AZ2	Address Zip Code Extension	A	4
G2\$FW	Employment Begin Date	S	8 0

**STATE OF MISSOURI**  
**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**  
**TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

### 1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

### 2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

### 3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed notification of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

### 4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or

exceed the stated specifications and requirements.

- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

## 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

## 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.

- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. Purchases equal to or less than \$3,000 may be processed with a purchase order at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment,

supplies, and/or services.

#### **14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

#### **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

#### **17. COMMUNICATIONS AND NOTICES**

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

#### **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

#### **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

#### **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

**22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

**23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 01/21/05